

1 BILL NO. S-87-06-43

2 SPECIAL ORDINANCE NO. S- 18087

3 AN ORDINANCE approving the Water  
4 Contract 8713 - Hunt Club - between  
5 Oxford Limited Partnership, Developer,  
6 and the City of Fort Wayne, Indiana,  
7 in connection with the Board of  
8 Public Works and Safety.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
10 OF THE CITY OF FORT WAYNE, INDIANA:

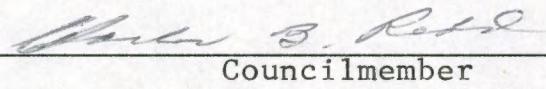
11 SECTION 1. That the Water Contract 8713 - Hunt Club -  
12 by and between Oxford Limited Partnership, Developer, and the  
13 City of Fort Wayne, Indiana, in connection with the Board of  
14 Public Works and Safety, for:

15 Water Contract 8713 - Water Main  
16 to Serve Hunt Club is described  
17 as follows: On Goodrich Rd. from  
18 Pequeen Street to Hadley Road;  
19 on Hadley Road from Goodrich Road  
20 to Montclair Drive; and, on Mont-  
21 clair Drive, from Hadley Road west-  
22 ward to a meter pit. Said Water  
23 line to include: 2,960+ of L.F.  
24 of 16" Ductile Iron Water Main;

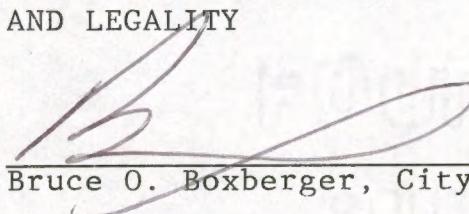
25 the Water Contract price is Thirty-Nine Thousand Eight Hundred  
26 Fifty-Nine and No/100 Dollars (\$39,859.00), the City's cost,  
27 all as more particularly set forth in said Water Contract, which  
28 is on file in the Office of the Board of Public Works and Safety  
29 and, is by reference incorporated herein, made a part hereof,  
30 and is hereby in all things ratified, confirmed and approved.

31 Two (2) copies of said Water Contract are on file with the Office  
32 of the City Clerk and made available for public inspection, according  
to law.

33 SECTION 2. That this Ordinance shall be in full force  
34 and effect from and after its passage and any and all necessary  
35 approval by the Mayor.

36   
37 Councilmember

38 APPROVED AS TO FORM  
39 AND LEGALITY

40   
41 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Redd  
seconded by Jalaua, and duly adopted, read the second time  
by title and referred to the Committee City Utilities (and the Ci  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.  
\_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.

DATE: 6-23-87

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd  
seconded by Shier, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>—</u>	<u>—</u>	<u>1</u>	<u>—</u>
<u>BRADBURY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BURNS</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>EISBART</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>GiaQUINTA</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>HENRY</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>✓</u>	<u>—</u>
<u>REDD</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>SCHMIDT</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>STIER</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>TALARICO</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

DATE: 7-14-87

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort  
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. I-180-87  
on the 14th day of July, 1987.

ATTEST:

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Mark E. GiaQuinta  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 15th day of July, 1987,  
at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 16th day of July,  
1987, at the hour of 9:00 o'clock A.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR

THIS AGREEMENT, made and entered into this 3rd day of June, 1987, by and between FORT WAYNE - OXFORD LIMITED PARTNERSHIP, hereinafter called CONTRIBUTOR, and the FORT WAYNE WATER UTILITY of the CITY OF FORT WAYNE, Indiana, by and through the Mayor, and the BOARD OF PUBLIC WORKS AND SAFETY, of said City, hereinafter called UTILITY, WITNESSETH:

That the said CONTRIBUTOR and the said UTILITY for the consideration hereinafter named, agree as follows:

1. That the UTILITY and the CONTRIBUTOR shall proceed dependent upon procurement of materials and labor and with reference to other similar work of said parties to construct water main system, including all necessary fittings, to serve HUNT CLUB, as follows:

On Goodrich Road from Pequeen Street to Hadley Road; on Hadley Road from Goodrich Road to Montclair Drive; and, on Montclair Drive, from Hadley Road westward to a meter pit.

Said water line to include: 2,960± L.F. of 16" Ductile Iron Water Main.

2. That said water main system shall be constructed according to the standards, plans, and specifications of the UTILITY or approved by the UTILITY, which are on file in the office of the Engineering Department of the UTILITY, and by reference made a part hereof; and the said UTILITY shall furnish water thru said system, when complete, in accordance with rules and regulations of said UTILITY and the laws, ordinances and regulations applicable thereto, now in force, or that may hereafter be adopted.

It is, however, understood and agreed that the UTILITY will not furnish water thru any part or parts of the water main covered hereunder, unless and until the entire system shall have been tested, disinfected, and placed in service and accepted by said UTILITY.

3. It is understood and agreed by and between the parties of this Contract that the CONTRIBUTOR shall furnish all materials, contractual labor, and equipment for the construction of said water main system through GEICER DEVELOPING, INC. at a cost of One Hundred and Eighteen Thousand, One Hundred and Seventy Dollars and 00/100ths cents (\$118,170.), and that said Utility shall supply the necessary labor for inspection, pressure-testing, disinfection, and engineering at a cost of Two Thousand, Seven Hundred Dollars and 00/100ths cents (\$2,700.). Therefore, the total cost of said water main system is One Hundred Twenty Thousand, Eight Hundred and Seventy Dollars and 00/100ths cents (\$120,870.).

It is further understood and agreed by and between the parties of this Contract that the said Contributor shall bear the cost of the water main on the basis of an 8" water main, the total cost of which is Seventy-eight Thousand, Three Hundred and Eleven Dollars and 00/100ths cents (\$78,311.), and which amount is in the contract price of this AGREEMENT. Therefore, it is agreed that upon completion and acceptance of said water main system by said UTILITY, the UTILITY will pay to said Contributor the difference between the cost of material, contractual labor, and equipment, as supplied by the Contractor, as referred to above the Contract price of this Agreement, said difference being Thirty-nine Thousand, Eight Hundred and Fifty-nine Dollars and 00/100ths cents (\$39,859.).

4. It is further understood and agreed by and between the parties of this Contract, that should any additional party wish to have a service connection tap made into this water main within a period of 15 years from the above date, and become a permanent consumer of water on Lots 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 71, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, or 104 in Westlawn Addition Section B; or on Lots 17 or 18 in Edgemont Addition

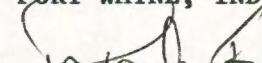
or any part or parts thereof, he or she shall apply to the said UTILITY for a permit to tap the above said water main, and shall be required to pay UTILITY his or her share of the installation cost in addition to the regular tapping fee, which share shall be Twenty-two Dollars and 33/100ths cents (\$22.33) per front foot. The money so collected, shall be paid to FORT WAYNE - OXFORD LIMITED PARTNERSHIP. The above property is located in the Southeast and Southwest Quarters of Section 1, Township 30 North, Range 11 East (Aboite Township), Allen County, Indiana.

5. It is further understood and agreed that, upon completion of said water main system, the CONTRIBUTOR or his contractor shall file a COMPLETION AFFIDAVIT and a MAINTENANCE BOND with the Board of Public Works and Safety of the City. The MAINTENANCE BOND shall run for a minimum period of one (1) year from the date of the acceptance of the said system of the CITY and shall be in the minimum amount of Twenty-nine Thousand, Five Hundred and Forty-two Dollars and 00/100ths cents (\$29,542.).

After receipt of the COMPLETION AFFIDAVIT and MAINTENANCE BOND, the UTILITY will make final inspection of the project. Upon finding the project to be acceptable and in full compliance with the standards and specifications of the UTILITY, the Board of Public Works and Safety will issue a letter of acceptance of the project to the CONTRIBUTOR. Upon issuance of the acceptance letter, and in accordance with the terms of that letter, the water main and fittings installed under the contract shall form and be a part of the water works system of said UTILITY, and all rights, title, and interest whatsoever in said water main system shall become and remain in the City of Fort Wayne, Indiana.

WITNESS THE HANDS AND SEALS OF SAID PARTIES, the day and year first above written.

CITY OF FORT WAYNE, INDIANA

By:   
WIN MOSES, JR., MAYOR

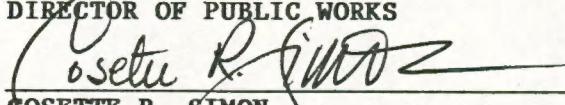
ATTEST:

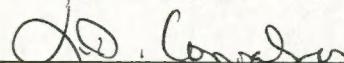
  
HELEN V. GOCHENOUR, CLERK

APPROVED AS TO FORM AND LEGALITY:

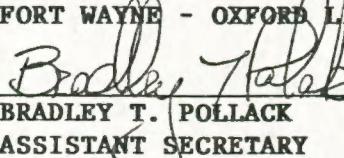
BOARD OF PUBLIC WORKS AND SAFETY

  
BARON R. RIEDENWEG  
DIRECTOR OF PUBLIC WORKS

  
COLETTE R. SIMON  
DIRECTOR OF ADMINISTRATION & FINANCE

  
LAWRENCE D. CONSALVOS  
DIRECTOR OF PUBLIC SAFETY

CONTRIBUTOR:  
FORT WAYNE - OXFORD LIMITED PARTNERSHIP

  
BRADLEY T. POLLACK  
ASSISTANT SECRETARY

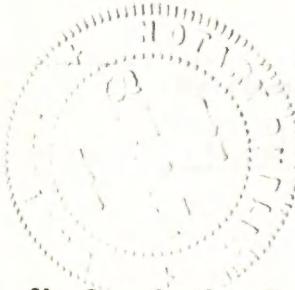
Prepared by:  
Terry L. Atherton, P. E.  
Chief Water Engineer

ACKNOWLEDGMENT

STATE OF INDIANA      )  
                            )      SS:  
COUNTY OF ALLEN      )

BEFORE ME, a Notary Public, in and for said County and State, this 16<sup>th</sup> day of June, 1987, personally appeared the within named WIN MOSES, JR., Mayor of the City of Fort Wayne; BARON R. BIEDENWEG, COSETTE R. SIMON, and LAWRENCE D. CONSALVOS, members of the Board of Public Works and Safety, City of Fort Wayne, Indiana; and HELEN V. GOCHENOUR, Clerk of the Board of Public Works and Safety, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn, said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the Fort Wayne Water utility of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said Department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.



My Commission Expires:

Luigina Settimi  
NOTARY PUBLIC  
A Resident of \_\_\_\_\_ County, Indiana

Type or Print Name of Notary  
LUIGINA SETTIMI, Notary Public  
Resident of Allen County  
My commission expires March 1, 1988.

## ACKNOWLEDGMENT

STATE OF INDIANA )  
COUNTY OF Marion ) SS:

BEFORE ME, a Notary Public, in and for said County and State, this 21st  
day of May, 1987, personally appeared the within named  
BRADLEY T. POLLACK, being by me first duly sworn upon his oath, and says  
that he is the Assistant Secretary of FORT WAYNE - OXFORD LIMITED PARTNER-  
SHIP, CONTRIBUTOR herein, and as such, duly authorized to execute the  
foregoing instrument and the same as the voluntary act and deed of  
FORT WAYNE - OXFORD LIMITED PARTNERSHIP, for the uses and purposes therein  
set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Patricia A. Wallace  
**NOTARY PUBLIC**  
A Resident of Marion County, Indiana  
Patricia A. Wallace  
Type or Print Name of Notary

**My Commission Expires:**

10-23-89

1664  
Admn. Appr.

TITLE OF ORDINANCE Water Contract 8713 - Hunt Club - Oxford Limited Partnership - Developer  
DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OR ORDINANCE Water Contract 8713 - Water Main to Serve Hunt Club  
is described as follows: On Goodrich Rd. from Pequeen Street to  
Hadley Road; on Hadley Road from Goodrich Road to Montclair Drive;  
and, on Montclair Drive, from Hadley Road westward to a meter pit.  
Said water line to include: 2,960+ L.F. of 16" Ductile Iron Water  
Main. Oxford Limited Partnership is the Developer.

J-87-06-43

EFFECT OF PASSAGE Water Main to serve Above area.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) City cost \$39,859.00  
The developer is required to pay only for the size of the main to serve his  
needs. Because we see the possibility of expanding the system in future, we  
want to oversize the main at this time to serve future expansion in that  
area. Therefore it is more cost-effective for us to oversize a water main  
at this time than to try and lay a new main at a later time.

ASSIGNED TO COMMITTEE

BILL NO. S-87-06-43

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS  
REFERRED AN (ORDINANCE) (RESOLUTION) approving the Water Contract  
8713 - Hunt Club - between Oxford Limited Partnership, Developer,  
and the City of Fort Wayne, Indiana, in connection with the  
Board of Public Works and Safety

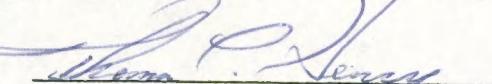
HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(RESOLUTION)

YES

NO

  
CHARLES B. REDD  
CHAIRMAN

  
PAUL M. BURNS  
VICE CHAIRMAN

  
THOMAS C. HENRY

  
BEN A. EISBART

  
SAMUEL J. TALARICO

CONCURRED IN

7-14-87

SANDRA E. KENNEDY  
CITY CLERK